

CHOW SOOI CHENG

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v.

TRANS-GLOBAL AGENCIES BHD & ORS

HIGH COURT MALAYA, KUALA LUMPUR

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YAACOB ISMAIL J

[CIVIL APPEAL NO: W-02-271-00]

20 MARCH 2003

CIVIL PROCEDURE: Contempt of court - Notice of motion for an order filed for contemnor to be sent to prison - Preliminary objections raised - Whether order to be set out in statement pursuant to O. 52 r. 2 Rules of the High Court 1980 - Whether O. 45 r. 5(1) Rules of the High Court 1980 applicable - Failure to endorse penal notice - Whether fatal - Whether court has discretion under O. 45 r. 7(6) Rules of the High Court 1980 to enforce order

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This was an appeal against the decision of the court dismissing the preliminary objections raised by the second respondent. The facts were that the petitioner had filed a notice of motion for an order that the second respondent be sent to prison for committing contempt against the order of the court. Receivers and managers were appointed to manage the affairs of the first respondent and twelfth respondent and it was alleged that the second respondent wilfully and deliberately calculated to put the receivers and their staff, who are officers of the court, in fear so as to interfere with and/or render impossible the due performance of their functions as receivers and managers. In brief, the objections raised by the second respondent were: (1) the subject matter of the proceeding, namely the *ex parte* order (the order) ought to be set out in the statement ('the statement') pursuant to O. 52 r. 2 of the Rules of the High Court 1980 ('RHC'); (2) that the statement does not show that the second respondent knew of the terms or the effect of the Receivership Order; and (3) the order did not contain a penal notice as required, contrary to O. 45 r. 7(3)(a) RHC.

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Held:

[1] The statement was to be read fairly and reasonably. Paragraph 2 detailed the nature of relief sought while para. 3 stated the grounds in support of the relief sought. Further, para. 3.7 gave sufficient particulars of the acts complained of in sub-paras. (a) to (d). It was the court's view that the statement had given sufficient particulars and satisfied the test in *Harmsworth v. Harmsworth*. (pp 376 c & 377 e)

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a [2] The contempt complained of herein was not dependant on a breach of a Court Order but was rather based on interference with the administration of justice. The second respondent clearly knew that the receivers were appointed by the court which was deduced from his various affidavits filed in this action. He knew of the scope of the
b Receivership Order and that full cooperation must be extended to the court-appointed receivers. The second respondent cannot now say that he did not know of the terms of the Receivership Order. (p 378 c & e-f)

c [3] The Receivership Order was not an order under O. 29 or O. 45 r. 5(1) of the RHC. It was obtained pursuant to O. 30 which was a specific provision for appointing receivers and managers. It was not an order falling within O. 45 r. 5(1) because it was not an injunctive order *per se*. The non-inclusion of a penal notice was not fatal in the case of an order under O. 45 r. 5(1). The court has a discretion under
d O. 45 r. 7(6) to enforce the order if the person concerned has had notice of it. The second respondent cannot rely on the non-inclusion of a penal notice to escape the consequences of any intimidation, verbal abuse, threats and/or assault of the receivers' staff as set out in paras. 2.1 and 3.7 of the statement. The contempt proceedings herein was not
e based on the breach of any express provision of the Receivership Order *per se* but an interference with the administration of justice. Therefore, the second respondent's objections were found to be without merit. (pp 378 f-g, 379 a & 380 b-c)

f [Preliminary objections dismissed.]

f **Case(s) referred to:**

Class One Video Distributors Sdn Bhd & Anor v. Chanan Singh Sher Singh & Anor [1997] 3 CLJ 694 HC (**refd**)

Harmsworth v. Harmsworth [1987] 3 All ER 816 (**refd**)

Tai Kwong Goldsmiths & Jewellers v. Yap Kooi Hee [1995] 1 MLJ 1 SC (**refd**)

g **Legislation referred to:**

Rules of the High Court 1980, O. 29, O. 30, O. 45 rr. 5(1), 7(3)(a), (6), O. 52 r. 2

h For the applicant/petitioner - Christopher Leong (TS Lim); M/s Chooi & Co
For the 2nd respondent - Loh Siew Cheang (R Sreenivasan); M/s Cheang & Ariff

Reported by Suhainah Wahiduddin

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JUDGMENT

Yaacob Ismail J:

Appeal

This is an appeal by Lim Keng Siew, 2nd respondent, against the decision of the court on 21 March 2000 dismissing the preliminary objections raised by the 2nd respondent.

Brief Facts

Pursuant to the leave granted by the court on 13 November 1998 the petitioner filed a notice of motion for an order that the 2nd respondent be sent to prison for committing contempt against the order of the court. Receivers and managers were appointed to manage the affairs of 1st respondent and 12th respondent. It was alleged that 2nd respondent had committed the following acts, that is:

- (a) causing the staff of the receivers and managers and/or the receivers and managers appointed pursuant to the said order to be put in fear for their safety by intimidation, verbal abuse, threats and/or physical assault in such manner as to compel and/or cause them thereby to vacate and abandon the 1st and/or 12th respondents' premises;
- (b) causing the said receivers and managers to be put in such immediate fear for their safety and the safety of their staff by virtue of para. 2.1(a) that the said receivers and managers deemed it necessary to take the unusual and drastic step of vacating and abandoning the premises of the 1st and/or 12th respondents, and abandoning the performance of their duties under the said order, even before they had filed for and obtained an order for their discharge as receivers and managers;
- (c) causing the receivers and managers appointed pursuant to the said order to make an application in this action for the discharge from their duties as receivers and managers of the 1st and 12th respondents, by intimidation, verbal abuse, threats and/or physical assault on the staff of the said receivers and managers;
- (d) interfering with and/or rendering impossible the due performance of the duties of the said receivers and managers;
- (e) forcibly and/or attempting thereby to take or retake possession and/or control of the 1st and/or 12th respondents' premises and/or property;
- (f) deliberate, wilful and/or contumelious disobedience of and/or flagrant disregard of and/or undermining the said order of this Honourable Court.

a Preliminary Objections

Counsel for 2nd respondent raised several objections in relation to the *ex parte* order dated 27 July 1998 which is reproduced below:

DI HADAPAN YANG ARIF HAKIM DATO' HAJI YAACOB BIN HAJI
ISMAIL PADA 27 HARIBULAN JULAI 1998 DALAM KAMAR

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PERINTAH

c ATAS PERMOHONAN Pempetisyen yang dinamakan di atas DAN
SETELAH MEMBACA Saman Dalam Kamar (Ex-Parte) yang bertarikh 11
haribulan Julai 1998, Petisyen bertarikh 10 haribulan Julai 1998 bersama-
sama dengan Afidavit Menentusahkan Petisyen CHOW SOOI CHENG yang
diikrarkan pada 10 haribulan Julai 1998, Afidavit CHOW SOOI CHENG,
Afidavit LIM KEAN AIK dan Afidavit LIM I-MEI yang masing-masingnya
diikrarkan pada 10 haribulan Julai 1998, serta Afidavit CHOW SOOI
CHENG dan Afidavit LAW KIEW KING yang masing-masingnya
diikrarkan pada 24 haribulan Julai 1998 **DAN SETELAH MENDENGAR**
d Encik Christopher Leong dan Encik Lim Tuck Sun, Peguam bagi
Pempetisyen, dan Pempetisyen mengaku untuk mematuhi apa-apa perintah
yang dibuat oleh Mahkamah atau Hakim berpendapat selepas itu yang
Responden-Responden Pertama dan Ke-12 telah ditanggung apa-apa
disebabkan perintah ini yang Pempetisyen patut dibayar **MAKA ADALAH**
e DIPERINTAHKAN bahawa:-

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1. Mak Kam Choon (K.P. No. 540331-07-5419) dan Ng Meng Kwai (K.P. No. 520718-02-5485) kedua-duanya rakan kongsi dalam Tetuan Kassim Chan 85 Co dan beralamat di Tingkat 10, No. 3, Changkat Raja Chulan, 50200 Kuala Lumpur, atau seorang atau orang-orang lain yang berkebolehan dan yang wajar dilantik sehingga penghakiman prosiding ini atau sehingga perintah selanjutnya sebagai Penerima-penerima dan Pengurus-pengurus untuk secara bersesama dan berasingan menerima dan mengurus aset-aset dan harta kepunyaan Responden Pertama dan/atau Responden Ke-12 dan tanpa memberikan jaminan dan sehingga perintah yang selanjutnya untuk melaksanakan salah satu atau yang lebih daripada yang berikut:

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- (a) untuk mendapatkan, memungut, menerima dan menyimpan keuntungan, pendapatan dan lain-lain aset dan harta-harta kepunyaan Responden Pertama dan/atau Responden Ke-12;

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- (b) untuk menguruskan, meneruskan atau bersetuju untuk meneruskan perniagaan Responden Pertama dan/atau Responden Ke-12 sejauhmana yang ianya dianggap perlu oleh Penerima-penerima dan Pengurus-pengurus berkenaan untuk berbuat demikian demi kepentingan Responden Pertama dan/atau Responden Ke-12 dan pemegang-pemegang sahamnya, dan pada bila-bila masa selepas dari itu sebagaimana yang dianggap sesuai oleh Penerima-

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- penerima dan Pengurus-pengurus untuk memberhentikan untuk menguruskan, meneruskan atau bersetuju untuk meneruskan dengannya; *a*
- (c) untuk menerimapakai, mengubah atau menamatkan mana-mana kontrak atau perjanjian semasa yang telah dimasuki antara Responden Pertama dan/atau Responden Ke-12 dan pihak-pihak ketiga untuk tenansi, pajakan, sewaan, jualan, gadaian, atau pengurusan mana-mana dari aset-aset dan harta-harta Responden Pertama dan/atau Responden Ke-12 atau mana-mana bahagian atau bahagian kecil darinya dan berikutan itu untuk menyempurnakan kesemua dokumen-dokumen yang perlu selaras dengannya; *b*
- (d) untuk memasuki perjanjian-perjanjian dengan pihak-pihak ketiga untuk tenansi, pajakan, sewaan, jualan, gadaian atau pengurusan mana-mana dari aset-aset dan harta-harta Responden Pertama dan/atau Responden Ke-12 atau mana-mana bahagian atau bahagian kecil darinya pada waktu serta menurut terma-terma yang dianggap sesuai oleh Penerima-penerima dan Pengurus-pengurus dan setakat yang mana ianya tidak berlawanan dengan Memorandum dan Perkara-perkara Persatuan Responden Pertama dan/atau Responden Ke-12 dan berikutan itu untuk menyempurnakan kesemua dokumen-dokumen yang perlu selaras dengannya; *c*
- (e) untuk menyemak semula kadar-kadar sewaan behubung dengan lot-lot yang boleh disewakan dalam mana-mana hartanah kepunyaan Responden Pertama dan/atau Responden Ke-12; *d*
- (f) untuk memasuki kompromi, penyelesaian, dan/atau persetujuan mana-mana pemiutang atau orang yang mempunyai tuntutan pada masa ini atau pada masa yang akan datang terhadap aset-aset dan harta-harta kepunyaan Responden Pertama dan/atau Responden Ke-12; *e*
- (g) untuk menyediakan, menerima, membuat dan mengendorskan mana-mana bil pertukaran dan/atau nota janji-hutang dalam nama dan bagi pihak Responden Pertama dan/atau Responden Ke-12; *f*
- (h) untuk melaksanakan kesemua tindakan dan menyempurnakan dalam nama dan bagi pihak Responden Pertama dan/atau Ke-12 apa-apa suratcara, resit dan lain-lain dokumen; *g*
- (i) untuk melantik orang-orang yang berkeelayakan profesional termasuk, akan tetapi tidak terhad kepada, peguamcara dan pengurus hartanah yang dianggap perlu untuk membantu Penerima-penerima dan Pengurus-pengurus dalam melaksanakan kuasa-kuasa dan tugas-tugas mereka di sini; *h*
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- a* (j) untuk memulakan, meneruskan, membela atau sebaliknya menyertai dalam dan/atau berkompromi dalam apa-apa tindakan guaman bagi pihak Responden Pertama dan/atau Responden Ke-12 termasuk kuasa-kuasa untuk membuat permohonan-permohonan yang sewajarnya kepada Mahkamah untuk melindungi hak-hak dan kepentingan pemegang-pemegang saham Responden Pertama dan/
- b* atau Responden Ke-12;
- (k) untuk membuat bayaran-bayaran yang perlu atau yang bersampingan dengan pelaksanaan fungsi Penerima-penerima dan Pengurus-pengurus termasuk kesemua kos, caj-caj dan perbelanjaan yang ditanggung dengan sewajarnya oleh Penerima-penerima dan
- c* Pengurus-pengurus;
- (1) untuk memanggil mesyuarat-mesyuarat Responden Pertama dan/atau Responden Ke-12 demi tujuan untuk mendapatkan kelulusannya menerusi resolusi khas atau biasa atau bagi apa-apa tujuan lain yang dianggap suai-manfaat oleh Penerima-penerima dan
- d* Pengurus-pengurus berkenaan;
- (m) untuk mengambil milikan, memungut dan melindungi aset-aset Responden Pertama dan/atau Responden Ke-12;
- (n) untuk membuka dan/atau menutup akaun atau akaun-akaun dengan sesuatu bank atau bank-bank atau institusi-institusi kewangan untuk membayar semua wang-wang, bil-bil dan nota-nota yang diterima ke dalam bank yang sedemikian bagi tujuan yang dianggap perlu dan bersampingan dengan pelaksanaan kuasa dan tugas-tugas Penerima-penerima dan Pengurus-pengurus;
- e*
- f* (o) untuk melaksanakan Iain-lain perkara sedemikian yang tidak dinyatakan di sini tetapi yang perlu dan bersampingan dengan pelaksanaan kuasa-kuasa dan tugas-tugas Penerima-penerima dan Pengurus-pengurus sepertimana yang dinyatakan di atas ini.
2. Penerima-penerima dan Pengurus-pengurus dan kakitangan mereka
- g* dibayar gaji yang berasaskan tempoh masa/waktu yang digunakan oleh mereka sebagai Penerima-penerima dan Pengurus-pengurus pada kadar-kadar biasa dalam melaksanakan kuasa-kuasa dan tugas-tugas mereka di sini dan bahawa gaji sedemikian dikehendaki dibayar daripada aset-aset dan harta-harta Responden Pertama dan/atau Responden Ke-12 dengan memberi keutamaan kepada pemiutang-
- h* pemiutang;
3. Satu amaun yang munasabah daripada wang yang diterima oleh Penerima-penerima dan Pengurus-pengurus sebagai pendapatan bagi Responden Pertama dan/atau Responden Ke-12 digunakan terhadap gaji serta perbelanjaan mereka pada kadar bulanan;
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4. Penerima-penerima dan Pengurus-pengurus ditanggunggrugi daripada aset-aset dan harta-harta Responden Pertama dan/atau Responden Ke-12 terhadap apa-apa liabiliti yang berbangkit daripada pelaksanaan yang sempurna akan kuasa-kuasa dan tugas-tugas di sini dengan mempunyai keutamaan terhadap pemiutang-pemiutang Responden Pertama dan/atau Responden Ke-12; **a**
5. Penerima-penerima dan Pengurus-pengurus diberi kebenaran untuk memohon untuk arahan-arahan sedemikian yang selanjutnya atau lain-lain arahan yang dianggap suai-manfaat oleh mereka untuk tujuan melaksanakan tugas-tugas dan kuasa-kuasa mereka di sini; **b**
6. Sehingga perbicaraan tindakan ini atau sehingga perintah yang selanjutnya, Responden Pertama dan/atau Responden Ke-12 adalah dengan serta-merta dihalang daripada, samada oleh diri mereka sendiri atau menerusi ejen-ejen, pekerja-pekerja, pengarah-pengarah dan penama-penama mereka atau sebaliknya dengan apa jua cara pun, daripada menjual, menggadaikan, menguruskan, melupuskan atau memindahkan atau sebaliknya berurusan dengan aset-aset dan harta-harta kepunyaan Responden Pertama dan/atau Responden Ke-12, termasuk akan tetapi tidak terhad kepada tanah-tanah, wang, akaun-akaun bank dan/atau Syarikat-Syarikat kewangan dan lain-lain institusi kewangan, syer-syer, saham-saham dan lain-lain bentuk sekuriti; dan **c**
7. Kos bagi permohonan ini dijadikan kos mengikut kausa. **d**

In brief the first objection is that the subject matter of the proceeding namely the *ex parte* order dated 27 July 1998 (order) ought to be set out in the statement pursuant to O. 52 r. 2 of the Rules of the High Court 1980 (RHC) (statement). According to counsel the statement should contain particulars with respect to: **e**

- a) The nature of the order.
- b) How the order was to be implemented.
- c) What the alleged contemnor was expected to do. **f**
- d) How he was responsible.
- e) What he did not do. **g**

The second objection raised is that the order is a technical order of considerable length. Thus it was argued that a layman cannot be expected to understand the order. Further there was nothing in the statement which said that the alleged contemnor was served with the *ex parte* order or that he knew the precise terms of the order. There was a total absence of knowledge by the contemnor of the terms of the order. **h**

- a* The other objection raised by the 2nd respondent is that the order did not contain a penal notice as required. This is contrary to O. 45 r. 7(3)(a) RHC. In the absence of the penal notice there was therefore no warning. It was also argued that the order requires the surrender of the powers of the directors to the receivers. Thus the order operates as an injunction against the directors.
- b*

Decision

Having heard submissions the court ruled there was no merit in the preliminary objections raised by the 2nd respondent and dismissed them. The hearing of encl. 77C should proceed on its merits.

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Findings

The statement (encl. 39) should be read fairly and reasonably. Paragraph 2 of the statement has to be read in conjunction with para. 3. Paragraph 2 details the nature of relief sought while para. 3 states the grounds in support of the relief sought. Further para. 3.7 of the statement gives sufficient particulars of the acts complained of in sub-paras. (a) to (d). These particulars are:

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- e* (a) at or about 2.30pm the contemnor who had obviously been notified of the appointment and the presence of the receivers and of the said order had telephoned the said Gilbert Lai to demand that the receivers and/or their staff vacate the 1st respondent's premises immediately;
- f* (b) subsequently, at about 6.35pm the contemnor arrived at the 1st respondent premises together with the said Andy Low Chin Seng and, in the presence of all the receivers' staff, proceeded to aggressively intimidate, shout at and verbally abuse Gilbert Lai;
- g* (c) the contemnor subsequently committed an act of assault by forcefully and physically pulling Gilbert Lai from his seat and into the contemnor's office. Two (2) of the receivers' staff, Koong Weng Kit and Yap Yue Loong, were also threatened by the contemnor as they tried to follow Gilbert Lai into the contemnor's office; and
- h* (d) while in the contemnor's office, the contemnor proceeded to further verbally abuse and shout at Gilbert Lai. The contemnor then also specifically threatened to set persons unknown on Gilbert Lai and the receivers' staff, and in Gilbert Lai's presence made a telephone call to such persons requesting them to come to the 1st respondent's premises.

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These acts were wilfully and deliberately calculated to put the receivers and their staff, who are officers of the court, in fear so as to interfere with and/or render impossible the due performance of their functions as receivers and managers.

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In the case of *Harmsworth v. Harmsworth* [1987] 3 All ER 816, CA a complainant sought to commit her husband to prison for contempt for alleged breaches of non-molestation injunction. The alleged breaches were required to be set out in the notice of application to show cause why the husband ought not to be committed to prison for contempt of court. The husband was found guilty of contempt of court for breach of the said court order, and appealed to the Court of Appeal, citing, *inter alia*, that the notice did not sufficiently particularise the alleged breaches of the court order and also that the judges' finding of contempt at first instance included a ground which was not set out in the notice to show cause. The Court of Appeal allowed his appeal on the latter ground. However, in respect of the notice to show cause, Nicholls LJ at p. 821 para. g stated:

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I turn to consider whether, on this footing, the test which I have mentioned is satisfied in this case. In applying that test the contents of the notice are to be read fairly and sensibly as they would be read by a reasonable person in the position of the alleged contemnor to whom the notice is addressed. Would such a person, having regard to the background against which the committal application is launched, be in any doubt as to the substance of the breaches alleged?

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It is the court's view that the statement gives sufficient particulars and satisfied the test in *Harmsworth v. Harmsworth*.

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By the second objection the 2nd respondent contends that the statement does not show that he knew of the terms or the effect of the receivership order. It is an established principle that court – appointed receivers and managers are officers of the court and any interference with them or with property under their control constitutes a contempt of court (*Tai Kwong Goldsmiths & Jewellers (under receivership) v. Yap Kooi Hee* [1995] 1 MLJ 1, SC). At p. 8 para. G-I VC George J stated:

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It is appropriate that we point out that the principle of wide application, that interference with persons having duties to perform in a court of justice amounts to contempt of court. Bowen LJ in *Re Johnson* [1887] 20 QBD 68 at p. 74 said:

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- a* The law has armed the High Court of Justice with the power and imposed on it the duty of preventing *brevi manu* by summary proceedings any attempt to interfere with the administration of justice. It is on that ground, and not on any exaggerated notion of the dignity of individuals that insults to judges are not allowed. ... The principle is that those who have duties to discharge in a court of justice are protected by the law, and shielded
- b* on their way to the discharge of such duties, while discharging them, and on their return therefrom, in order that such persons may safely have resort to courts of justice.

- Therefore, the contempt complained of herein is not dependant on a breach of a Court Order, but is rather based on interference with the administration of justice. 2nd respondent clearly knew that the receivers were appointed by the court. This can be deduced from his various affidavits filed in this action. 2nd respondent was informed by 3rd respondent that representatives of Messrs Kassim Chan & Co were at the 1st Respondent's premises, and that they were appointed as receivers and managers. 2nd respondent spoke
- d* to one Gilbert Lai and was informed that the receivers had been appointed by an order of court. Next 2nd respondent directed 3rd respondent to give her cooperation to Gilbert Lai.

- He also contacted his lawyers, Messrs Skrine & Co, and asked them to come to the premises of 1st respondent.
- e*

- It is therefore obvious that the 2nd respondent knew that the receivers had been appointed by an order of the court. He further knew of the scope of the Receivership Order. In particular, 2nd respondent knew that full cooperation must be extended to the court-appointed receivers. 2nd
- f* respondent cannot now say that he did not know of the terms of the Receivership Order.

- Regarding the third objection it is observed that the Receivership Order is not an order under O. 29 or O. 45 r. 5(1) of the RHC. The Receivership Order was obtained pursuant to O. 30 which is a specific provision for appointing receivers and managers. It is not an order falling within O. 45 r. 5(1) because it is not an injunctive order *per se*. The wording of the Receivership Order is an empowering provision that empowers the receivers appointed to deal with the 1st and 12th respondents and its assets and its effect is it restrains other people from exercising the same powers over the
- g*
- h* assets of the 1st respondent.

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The non-inclusion of a penal notice is not fatal in the case of an order under O. 45 r. 5(1). The court has a discretion under O. 45 r. 7(6) to enforce the order if the person concerned has had notice of it, whether by telephone, telegram or otherwise. In the case of *Class One Video Distributors Sdn Bhd & Anor v. Chanan Singh a/l Sher Singh & Anor* [1997] 3 CLJ 694 at p. 701-702 Haidar J (as he then was) stated:

In the circumstances I am of the view that, following Allport Alfred James, which cited with approval the English case of *Sofroniou*, the defect in not complying with the endorsement of the penal notice is not fatal so long as the 2nd Defendant had knowledge of the terms of the order. It has been brought to my attention recently the English Court of Appeal case of *Nicholls v. Nicholls* [1977] 147 NLJ 61, where the court reviewed the previous authorities on the subject of procedural irregularities either in the application to commit or in the committal order. Under the caption *The Result of the Appeal*; the Court of Appeal provided guidance for future cases as follows:

1. As committal orders involve the liberty of the subject, it is particularly important that the relevant rules are duly complied with. It remains the responsibility of the judges when signing the committal order to ensure that it is properly drawn and that it adequately particularises the breaches which have been proved and for which the sentence has been imposed.
2. As long as the contemnor had a fair trial and the order has been made on valid grounds, the existence of a defect either in the application to commit or in the committal order served will not result in the order being set aside insofar as the interests of justice require this to be done.
3. Interests of justice will not require an order to be set aside when there is no prejudice caused as a result of errors in the application to commit or in the order to commit. When necessary the order can be amended.
4. When considering whether to set aside the order, the court should have regard to the interests of any other party and the need to uphold the reputation of the justice system.
5. If there has been procedural irregularity or some other defect in the conduct of the proceedings which has occasioned injustice, the court will consider exercising its power to order a new trial unless there are circumstances which indicate that it would not be just to do so.

- a* In the circumstances, on the facts of this case the court, in my opinion, can and should rightly invoke its powers order r. 7(6) and I do so accordingly. The defect in the order – that is, the failure to indorse the penal notice therein – is not fatally flawed. As I said earlier, the second defendant knew or is deemed to have known of the terms of the order and hence no prejudice is thereby caused to him for such irregularity.

- b* The 2nd respondent cannot rely on the non-inclusion of a penal notice to escape the consequences of any intimidation, verbal abuse, threats and/or assault of the receivers' staff as set out in paras. 2.1 and 3.7 of the statement. The contempt proceedings herein is not based on the breach of any express provision of the Receivership Order *per se*, but an interference with the administration of justice. The court will not allow its orders to be set at naught.
- c*

Conclusion

- d* It is clear that the 2nd respondent's objections are without merit. They are therefore dismissed and encl. 77C should be heard on its merits.

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